

Exhibit 21

ROSS UNIVERSITY

School of Medicine
460 West 34th Street
12th Floor
New York, NY 10001
TEL: (212) 279-5500

INTERNET:<http://www.rossmed.edu>

FAX: (212) 629-3147
E-MAIL: <Info@rossmed.edu>

THIS AGREEMENT, made this 2nd day of February 1998 by and between the Ross University School of Medicine, (hereinafter referred to as "School") and Catholic Medical Center of Brooklyn and Queens, Inc. (hereinafter called "Hospital") including Mary Immaculate Hospital (Queens), St. John's Queens Hospital and St. Mary's Hospital.

WHEREAS, the University, through its School of Medicine, is engaged in the education of physicians at Ross University School of Medicine -- Portsmouth, Dominica and

WHEREAS, the Hospital, organized under the laws of the State of New York with its principal place of business at 88-23 153rd Street, Jamaica, New York 11432, is providing health care services in appropriate facilities; and is desirous of teaching clinical clerks; and

WHEREAS, both parties recognize that they share mutual goals related to optimum patient care, and excellence of undergraduate medical education; and

WHEREAS, the School is desirous of utilizing the clinical facilities and teaching resources of the Hospital to assist in providing educational experiences for its medical students; and;

WHEREAS, the Hospital is willing to make such clinical facilities, resources available and is desirous of instructing, guiding, and educating these same students.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, it is agreed as follows:

(1) The Hospital agrees that during the term of this Agreement the Hospital shall accept a reasonable number of medical students from the School and make available to such students supervised use of the Hospital's facilities and services. In accordance with all laws, rules and regulations, the Hospital shall make available to the students participating in the clinical program diagnostic and therapeutic regimens of hospital patients, as well patient charts and medical records*. In addition, Students participating in the clinical program will have access to the Hospital's medical library.

* With proper disclosure and acceptance by patients concerned.

(2) The Hospital agrees that students shall be permitted to rotate through the Departments of Medicine, Surgery, Family Practice and Ob/Gyn and that at all times appropriate supervision by professional staff members will be provided. Students will rotate through the Departments of Medicine and Surgery at both Mary Immaculate and St. John's Queens Hospital. Students will rotate through the Department of Obstetrics and Gynecology at St. John's Queens Hospital. Students will rotate through the Department of Family Medicine at Mary Immaculate Hospital's Ambulatory Family clinics. The protocol for educational programs for students, collectively and individually, in each department shall be developed and implemented in accordance with the School's policies for clinical clerkships by the Chief Medical Officer for Administration in consultation with the School's Dean.

(3) The Hospital agrees to provide staff physicians, residents, and/or interns acceptable to the School as student instructors which instructors, will provide guidance, instruction, and feedback to the students and act as intermediaries between the medical students and the medical staff. The School of Medicine will grant supervising physicians faculty appointments in accordance with the School's faculty appointment policy. Within one week following completion of a clerkship rotation by each student, the Hospital agrees to submit to the school a completed copy of the School's Clerkship Evaluation Form filled out by the supervising physician and where appropriate countersigned by the Director of Undergraduate Medical Education.

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- (4) Hospital shall insure that all department heads in core subject areas will be either board-certified or board-eligible.
- (5) Hospital represents that it will maintain a minimum daily census adequate to meet the instructional needs of the number of students enrolled in each course are of clinical instruction.
- (6) The Hospital will make available to the student all ongoing educational programs in the Hospital.
- (7) The School agrees that all of its medical students placed at the Hospital during the term of this Agreement, shall abide by the rules, regulations, and policies and procedures of the Hospital as they apply to the medical student and that Hospital reserves the right to dismiss any student who does not follow these specific rules of conduct.
- (8) The Hospital shall permit Students involved in the clinical program to use the Hospital's cafeteria, during the cafeteria's normal business hours. Such use shall be in accordance with, and subject to, Hospital policies, rules and regulations.
- (9) The Hospital agrees to implement its Clinical Education Program which is in accordance with the School's clinical education program.
- (10) The Hospital agrees to furnish the Dean names and Curriculum Vitae of physicians interested in and qualified for appointment as Clinical Faculty Members.
- (11) Faculty appointments from Ross University will be for a minimum of one year from the commencement of the implementation of the Clinical Teaching Program.

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FEB 02 '98 12:26 No.007 P.08

(12) Appointment and reappointment of faculty members will be made by the Dean. Termination of a Faculty Member may be made if substandard performance is documented.

(13) The Hospital agrees to recommend persons for faculty appointment and to implement the Clinical Teaching Unit commencing within 30 days after the signing of this Agreement.

(14) The Hospital understands that as part of the educational program appropriate officials of the University will make periodic visits to review the educational program. The Hospital agrees that during such visits persons involved with the program will be available for consultation and discussion.

(15) This Agreement shall be effective upon signing by both parties, and shall remain in full force and effect in perpetuity subject, however, to the right of either party to modify or terminate at any time upon 60 days advance notice in writing.

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Notice shall be by certified mail, return receipt requested, addressed as follows:

TO HOSPITAL

Catholic Medical Center of Brooklyn and Queens, Inc.

88-25 153rd Street, Jamaica, New York 11432

TO UNIVERSITY

Ross University School of Medicine

460 West 34th Street, New York, New York 10001

IN WITNESS WHEREOF, The parties hereto executed this agreement the day and year first
above written.

Catholic Medical Center of Brooklyn and
Queens, Inc.

BY:

W M J
William Mc Graw
President & CEO

**ROSS UNIVERSITY
SCHOOL OF MEDICINE**

BY:

Nancy A. Perri, M.D.
Nancy A. Perri, M.D., Dean of Clinical Science

BY:

Neal Simon
Neal Simon, President
Ross University School of Medicine